

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

HAU YIN TO AND CHENG HYE CHEAH,

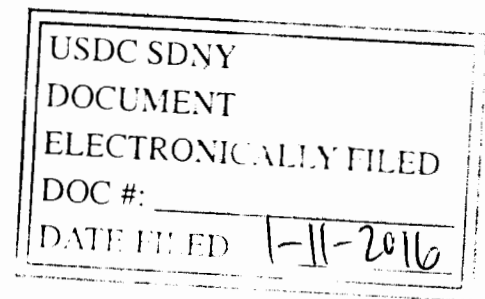
*Plaintiffs,*

No. 15-CV-3590 (LTS)

v.

HSBC HOLDINGS PLC; HSBC BANK PLC;  
HSBC BANK USA, N.A.; HSBC SECURITIES  
SERVICES (BERMUDA) LIMITED; HSBC  
INSTITUTIONAL TRUST SERVICES  
(BERMUDA) LIMITED; HSBC BANK  
BERMUDA LIMITED; HSBC SECURITIES  
SERVICES (LUXEMBOURG) S.A.; HSBC  
PRIVATE BANK HOLDINGS (SUISSE) S.A.;  
HSBC PRIVATE BANK (SUISSE) S.A.; and  
HSBC FUND SERVICES (LUXEMBOURG)  
S.A.

*Defendants.*



**STIPULATION AND CONSENT ORDER**

WHEREAS, on May 7, 2015, Hau Yin To and Cheng Hye Cheah (collectively, the “Plaintiffs”) filed a complaint (the “Complaint”) in this action; and

WHEREAS, on November 19, 2015, the Court so ordered the voluntary dismissal of defendant HSBC Fund Services (Luxembourg) S.A. (“HSBC Fund Services”); and

WHEREAS, the above-named defendants (“HSBC Defendants”) have indicated their intent to file a motion to dismiss in response to the Complaint; and

WHEREAS, pursuant to Rule A(2)(b)(i)(A) of the Individual Practices of Judge Laura Taylor Swain, the parties used their best efforts to resolve informally the matters in controversy, including an exchange of letters outlining their respective legal and factual positions on the

matters on December 4, 2015 and December 16, 2015, as well as a telephonic discussion of the matters on December 18, 2015; and

WHEREAS, as a result of the parties' best efforts described above, Plaintiffs have agreed to withdraw their claim for aiding and abetting embezzlement against all HSBC Defendants (Compl. Count Three);


IT IS HEREBY STIPULATED AND AGREED by the undersigned counsel that:

1. The Complaint shall be deemed amended to remove Count Three by removing paragraphs 210 through 217.
2. The Complaint shall be deemed amended to remove all references to HSBC Fund Services as a defendant on page 1, and in paragraphs 27, 31, 63, 190 and 193.
3. The caption in this action shall be deemed amended to remove HSBC Fund Services.

The parties reserve all rights and defenses they may have, and entry into this Stipulation shall not impair or otherwise affect such rights and defenses, including any defenses based on lack of jurisdiction.

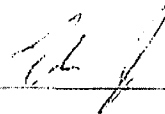
The stipulation may be signed in counterparts.

Dated: January 8, 2016




Hung G. Ta  
Hung G. Ta, Esq. PLLC  
250 Park Avenue, Seventh Floor  
New York, New York 10177  
Telephone: (646) 453-7292  
Facsimile: (646) 453-7289  
hta@hgtlaw.com  
JooYun Kim  
jooyun@hgtlaw.com

Dated: January 8, 2016



Thomas J. Moloney  
Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Telephone: (212) 225-2460  
Facsimile: (212) 225-3999  
tmoloney@cgsh.com  
Joaquin P. Terceño  
jterceno@cgsh.com

**SO ORDERED:**

  
1/11/2016  
HON. LAURA TAYLOR SWAIN  
UNITED STATES DISTRICT JUDGE